



# OPTIONAL RENTAL CANCELLATION INSURANCE

## YOUR ADHESION TO POLICIES N° EVT20213429 ET RCS20213430

### GOVERNED BY THE FRENCH INSURANCE CODE



The purpose of this contract is to provide the cover set out below to tenants taking short term lets for any property rented in countries of the European Union. **Please note that the Liability Guarantee applies only to property located in France**

#### TENANT / INSURED PARTY

Any tenant, private individual or legal entity, French or foreign, leasing furnished accommodation for a short duration.

The tenant, his spouse (including live-in partner or legal civil partner) and any other person (with no blood relationship) designated on the subscription form for this policy and who benefits from the said tenancy, their ascendants or descendants to the 2nd degree; their son-in-law or daughter-in-law; brother or sister; uncle or aunt; nephews or nieces.

**SHORT DURATION RENTAL:** Stay of under 90 days in premises where the insured party is not the owner or the annual tenant.

**PREMISES:** Residential house, apartment, caravan, mobile home,

**INSURER:** Le contrat est souscrit par l'intermédiaire de Groupe Special Lines pour le compte de Groupama Rhône-Alpes Auvergne 50 rue de Saint-Cyr - 69251 Lyon cedex 09 - N° de SIRET 779 838 366 000 28, Entreprise régie par le Code des Assurances et soumise à l'Autorité de Contrôle Prudenciel et de Résolution, 4 Place de Budapest - CS 92459 - 75436 Paris Cedex 09.

**BROKER:** Cabinet ALBINET, Insurance Broker, under the commercial brand ADAR, SAS with a share capital of 250,000 euros - RCS Paris B-582 136 289.

**FAMILY :** For the purpose of this contract, the family concerns related persons living on the same roof.

#### OPERATION OF THE COVER:

The benefit of the ADAR cover is acquired by payment of the premium for which the rent set out in the rental agreement serves as basis for the indemnification, and/or by separate membership form. Related services, such as transport, may be covered where they are coupled with the rental reservation and the premium also relates to these services.

The INTERRUPTION AND CANCELLATION OF STAY cover applies provided the insurance is taken out before the start date of the rental, and within a maximum period of 10 days after signing of the rental agreement or payment of the deposit or down payment.

If the insurance was taken out after the maximum period of 10 days after signing of the rental agreement or payment of the deposit or down payment, the INTERRUPTION AND CANCELLATION OF STAY cover shall only apply after application of a waiting period of 7 days during which no cover may take effect (save Occupant's Liability, which shall take effect at midday on the day after payment of the premium).

If the rental agreement mentions several families, each is covered for its share; the rental agreement is not cancelled and in this case the insurance indemnification relates to the arithmetic share of the family concerned. **It will be down to the signatory of the rental agreement to provide the broker with the names of the co-tenants.**

The cover shall cease automatically upon arrival of the insured party in the premises or on the date of interruption of stay, except for the "Search and Rescue Costs" and "Occupant's Civil Liability" cover, for which the cover shall cease upon return of the keys to an approved representative of the broker.

#### 1. IN THE EVENT OF CANCELLATION OF STAY:

The Insurer shall cover the Insured Party for the reimbursement of the sums paid in deposit or down payment and the balance remaining due in the event of cancellation of the stay for the following events, **within the limit of 50,000 euros** per loss event, irrespective of the number of beneficiaries.

**a) Serious illness (\*) serious injury or death of the Insured Party or any other person mentioned in the rental agreement and who benefits from the said rental.** Serious injury or illness denotes any impairment of health or any bodily injury, any unforeseeable worsening of a pre-existing condition, any psychiatric or psychotherapeutic disorder accompanied by hospitalisation of at least 3 days, or any complications due to pregnancy up to the 28<sup>th</sup> week, banning the insured party from leaving home or the hospital institution where he is being treated on the start date of the rental period, evidenced, for employees, by hospitalisation or medical leave of absence of at least **eight consecutive days** and by a **medical certificate specifying the aforementioned ban**, and for unemployed persons by hospitalisation of at least eight days or by a medical certificate banning him from leaving his bed for at least eight days, and additionally, for those receiving hydrotherapy treatment, evidence of coverage of the reimbursable costs by their statutory health insurance scheme on a non-means tested basis.

(\*) In a partial exception to the exclusions, a serious illness will be considered to be the fact of the Insured person being tested positive for Covid 19 within 7 days prior to the contractual rental start date. The guarantee will be limited to the arithmetic share of only related persons living under the same roof. The Insured person must provide a positive PCR test for the coverage to apply.

**b) Material damage following theft, fire, explosion and similar events, water damage, or a natural disaster affecting his principal and/or secondary residence and/or his business premises, and the seriousness of which imperatively requires his presence on the date of departure, or during the stay, in order to be able to fulfil the necessary formalities.**

**c) Prevention from taking possession of the rental premises following economic redundancy or transfer of the Insured Party or his spouse notified by the employer, providing the notification from the employer is given after effect of the cover and providing none of the above situations is known to the insured party at the time of taking out this policy; obtaining of a job or paid internship taking effect before or after the rental dates, where the person insured was registered unemployed, providing it is not a case of extension or renewal of contract or mission provided by a temporary work agency.**

**d) Prevention from accessing the rental premises by road and rail on the day planned for taking possession of the rental premises and within the following forty eight hours, owing to blockades or strikes directly preventing travel, as attested by the Mayor of the town of the place of holiday residence.**

**e) If the Insured Party is forced to cancel or renounce his stay within the 48 hours preceding or following the contractual start date of the rental, owing to ban from the sites as a result of pollution, flood, fire, natural disaster. These risk shall be considered as realised under this policy when the site has been totally banned within a radius of five kilometres from the rental premises by decision of a town or prefectural authority during the period of rental insured.**

**f) Following administrative or court summons that cannot be postponed.**

**g) Unavailability of the premises rented, preventing their use, following an exceptional event, such as fire, storm, water damage or other natural event occurring within the 60 days before the start date of the rental.**

**h) Refusal of visa by the authorities of the country; no claim must have been made previously and refused by these authorities for this same country. Evidence from the Embassy will be required.**

**i) Theft of identity card or passport 48 hours before departure.**

**j) Prevention from getting to the rental premises on the day stipulated for taking possession of the rental premises owing to theft or attempted theft of vehicle.**

**k) If the leave dates of the insured party are modified through decision of his employer, excluding the following socio-professional categories: entrepreneurs, liberal professions, craftsmen and entertainment workers.**

#### 2. IN THE EVENT OF INTERRUPTION OF STAY:

Reimbursement of the rent for the remaining days owing to interruption of stay resulting from one of the events listed in the CANCELLATION OF STAY cover in paragraphs a), b) e) f) and g), **within the limit of 50,000 euros.** The indemnification due by the Insurer is determined for an injured person in proportion to the number of occupants and the number of days of rental remaining.

#### 3. SEARCH AND RESCUE COSTS:

Throughout the duration of the stay, the insurer will cover the search and rescue costs, in the mountain or the sea, of specialised teams in order to rescue the insured party, to the limit of 3,050 euros per event, irrespective of the number of people registered on the policy and benefiting from the rental.

#### 4. CIVIL LIABILITY OF THE OCCUPANT TENANT FOR MATERIAL DAMAGES:

The insurer shall cover:

##### a) Rental liability

Following fire, explosion, water damage or freezing occurring in the premises, the pecuniary consequences of the liability of the tenants or occupants pursuant to Articles 1732 to 1735 and 1302 of the French Civil Code for damage caused to the property and furnishings of the accommodation rented (except rented boat), experts' fees and travel or return costs, and the costs of rehousing rendered essential as a result of a loss event covered.

The insurer will also cover the pecuniary consequences, loss of rent or deprivation of use suffered by the owner. **Damages caused to other boats are excluded.**

This cover is provided to the limit of **500,000 euros** for all damages.

##### b) Third party and neighbour remedy

Following fire, explosion, water damage or freezing occurring in the premises, the pecuniary consequences of the liability of the tenants or occupants pursuant to Articles 1240, 1241 and 1242 of the French Civil Code for all bodily injury and material damage caused to neighbours and third parties and for which the rental liability cover above has been invoked.

This cover is provided to the limit of **450,000 euros** for all damages.

##### c) Material damage civil liability

Other accidental damage caused to moveable items subject of the inventory and found within the rental accommodation (**except deck equipment**) and real estate belonging to the owner of the rental accommodation (**except rented boat**). This cover is available to the limit of **15,000 euros** subject to deduction of an absolute excess of 250 euros.

#### EXCLUSIONS

**The following are excluded from the cover stated above:**

##### 1. General exclusions:

- **Damages relating directly or indirectly:**
  - **to the intentional or fraudulent acts of the Insured Party,**
  - **to the state of war (foreign or civil war),**
  - **to events of a catastrophic nature (damage caused by volcano eruption, earthquake, action of the sea, tidal wave, landslip and other events classified as disaster except where these events are declared "Natural Disasters")**

- to the nuclear risk (damages of nuclear origin or caused by any source of ionising radiation)
- Any claim originating prior to the date of subscription of this contract

- Epidemics and/or pandemics and/or illnesses of viral and/or bacterial origin recognized by the French authorities at stage 2 or 3 and/or recognized in phase 4 by the WHO or that are declared by the WHO to constitute a public health emergency of international concern leading to the implementation, in any State concerned by the Insured person's activities, of national or local compulsory and restrictive measures related to the movement of persons and/or the organization of shows or events with a live audience and/or actions concerning property and persons taken as part of the above health measures.

- Atypical pneumopathy and/or the influenza virus A-H1N1 and/or avian influenza and/or severe acute respiratory syndrome.

- The epidemic referred to as Covid 19, an illness related to the SARS-COV-2 virus as well as any illness caused by coronaviruses and their possible mutation(s).

. Exclusions applicable to the "Cancellation" and "Interruption of Stay" cover:

- The consequences:
  - of pregnancy beyond the 28<sup>th</sup> week or delivery,
  - of a spa or cosmetic treatment,
  - of psychiatric or psychotherapeutic treatment not accompanied by hospitalisation of at least 3 days, accidents and illness whose origin was known before taking out the policy, except in the case of unforeseeable deterioration of health.
  - of the foreseeable deterioration of health pre-existing at the time of subscription,
  - of dispute or contestation over description or inventory,
  - of economic redundancy or transfer where the procedure had begun at the time of subscription,
  - of change of dates of leave,
  - of an accident for which the insured party was subject to a positive test for the use of alcohol or drugs at a level at the legal rate in force constituting an offence.
  - of an accident in the capacity of pilot of an aircraft or during the participation in a motorsport competition and their practice runs.
  - of absence of vaccination or impossibility of vaccination.
- Cancellations owing to the approved broker.
- Reimbursement of the insurance premium.

Exclusions applying to cover for "Search and rescue costs"

- Costs occasioned by recourse to intervention by the public emergency services as a result of negligence on the part of the insured.
- Costs occasioned by towing of a sailing or motor boat.
- Costs occasioned by the practice of pot-holing.

Exclusions applying to cover for the Occupant's Civil Liability

- All damages for rent not located in France
- Any damage, theft or disappearance of the Rental company's goods,
- The theft or disappearance of the owner's furniture,
- House cleaning expenses,
- Any losses not involving the tenant's civil liability.
- Any losses to the Tenants property.
- Intentional damage or damage resulting from cigarette burns or from any other type of smoking.
- Damage caused by domestic animals that are the responsibility of the insured.
- All damage due to damp, condensation, mud or smoke.
- Breakdown of equipment available for use by the insured.
- Damage caused to lamps, fuses, lighting tubes, cathode tubes, semiconductors, heating elements and electric blankets.
- The cost of repair, unblocking or replacement of pipe work, taps and fittings attached to water and heating installations.
- Theft of articles left in the courtyards, terraces or gardens.
- Theft of articles left in common areas available for use by several tenants or occupants, except where breaking and entering has occurred.
- Theft or loss of keys to the accommodation.
- Losses occurring while the premises containing the insured articles are wholly occupied by third parties other than the tenant, his employees or people there with his permission.
- Losses as a result of use not in compliance with the rental contract.
- The consequences of contractual undertakings to the extent that they exceed those required of the beneficiary by law.
- Damage incurred by fixtures considered as fittings.

#### HOW TO CLAIM

You must first notify your rental agency by registered letter of your cancellation of stay within a period of five days from the day on which you learn of it. After confirmation by your rental agency, you must send ADAR all evidence necessary to process your claim: medical certificate, certificate of hospitalisation, certificate of medical leave of absence, letter of redundancy, to the following address: **ADAR C/O Cab. ALBINET- S.A.V-Espace MOZAIK- 9 rue Bleue- 75009 PARIS - Fax: 01 48 01 84 83 - email: [claim@albinet.fr](mailto:claim@albinet.fr)** Don't forget to mention in your claim your full address, your telephone numbers, the name of your rental agency, your rental reference number, and the start and end dates of your stay.

If necessary you undertake, in the event of loss affecting the cancellation of stay or interruption of stay cover, to permit the Insurer's doctor to access your medical file, failing which you will not be covered. . In case of COVID-19, The Insured person must provide a positive PCR test for the coverage to apply.

#### LIMITATION PERIOD

In accordance with articles L 114-1 to L 114-3 of the Insurance Code, all legal actions arising from an insurance contract shall be barred two years as from the event that gave rise thereto. However, said time limit shall run:

- in the event of non-disclosure, omission, fraudulent representation or misrepresentation of the risk incurred, only as from the date on which the insurer is aware thereof;
- in the event of loss, only as from the date the concerned parties are aware thereof, if they prove that they were unaware of such facts up till then.

The limitation period shall be interrupted by one of the ordinary causes that interrupt the limitation period i.e.:

- a service of process, even for interim relief, an order to pay or a seizure, on the person whom one wishes to prevent from limiting, in accordance with articles 2241 to 2244 of the Civil Code;
- any unequivocal acknowledgement by the Insurer of the Policyholder/Beneficiary's right, or any acknowledgement of debt by the Policyholder/Beneficiary to the Insurer in accordance with article 2240 of the Civil Code;
- a service of process or enforcement measure against a joint and several debtor, any acknowledgement by the Insurer of the Policyholder/Beneficiary's right or any acknowledgement of debt by one of the joint and several debtors interrupts the limitation period with respect to all co-debtors and their heirs, in accordance with article 2245 of the Civil Code;
- by the appointment of an expert following a loss or by the insurer or Policyholder/Beneficiary sending the other party a registered letter with acknowledgement of receipt.

As an exception to article 2254 of the Civil Code, and in accordance with article L114-3 of the Insurance Code, the parties to the insurance contract cannot, even by mutual agreement, either modify the duration of the limitation period or add causes for the suspension or interruption of this period.

#### SUBROGATION

As authorised by article L 121-12 of the Insurance Code, the Insurer may take action against the person who, by their acts, caused the damage in order to obtain reimbursement of the amount of the compensation paid to the Policyholder/Beneficiary.

#### COMPLAINT BY THE BENEFICIARY

In the event of the Policyholder/Beneficiary making a complaint, the Policyholder/Beneficiary must indicate their name, contract number and the claim reference and send their request to: [claim@albinet.fr](mailto:claim@albinet.fr)

If the answer provided is not satisfactory, the Policyholder/Beneficiary can send a complaint to the "Complaints" department of Groupe Special Lines:

- By post:

**Groupe Special Lines  
Service Réclamations  
6-8 rue Jean Jaurès  
92800 PUTEAUX**

- By email:

[Reclamations@groupepeciallines.fr](mailto:Reclamations@groupepeciallines.fr)

If the answer to the complaint remains unsatisfactory, the Policyholder may contact the "Complaints" department of Groupama Rhône-Alpes Auvergne:

- By post:

**Groupama Rhône-Alpes Auvergne  
Service Consommateurs  
TSA 70019 – 69252 LYON CEDEX 09**

- By email:

[Service-consommateurs@groupama-ra.com](mailto:Service-consommateurs@groupama-ra.com)

Finally, if the disagreement persists regarding the position or the proposed solution, the Policyholder can avail of Insurance Mediation:

- By post: **CMAP – Service Médiation de la consommation, 39 avenue Franklin Roosevelt, 75008 Paris.**

- Online email on the dedicated formulary on line, on

[www.cmap.fr/consommateurs](http://www.cmap.fr/consommateurs)

#### PERSONAL DATA PROTECTION POLICY (GENERAL DATA PROTECTION REGULATION)

For the purpose of the Contract or the insurance relationship, the Rental company, the Broker and/or the Insurer are required to collect personal data from the Policyholder/Beneficiary. These data are processed in compliance with regulations in force and in particular the rights of persons.

#### The rights of the Policyholder/Beneficiary

In accordance with the Law, the Policyholder/Beneficiary has rights:

- The right to be informed of the information held by the Broker and the Insurer and to request that this information be supplemented or corrected (access and rectification rights).
- The right to request that their data be deleted or usage thereof restricted (rights to delete or restrict data).
- The right to object to the use of their data, in particular as regards direct marketing (right to object).

- The right to retrieve the data they personally provided for the performance of their contract or for which they gave their agreement (right to data portability).
- The right to provide instructions as to the storage, deletion and communication of their data after their death.

#### **Why are personal data collected?**

The data collected in the different insurance contract subscription or management phases are required for the following purposes:

- *Entering into, managing, performing insurance contracts*

The purposes of collecting data when entering into, managing and performing contracts concerning the Policyholder/Beneficiary are as follows:

- Study insurance needs in order to offer contracts suited to each person's circumstances
- Examine, accept, control and oversee the risk
- Manage the contracts (from the pre-contractual phase to termination of the contract), and honour contract guarantees,
- Customer management
- Seek redress and manage claims and disputes
- Draw up statistics and actuarial reports
- Put preventive actions in place
- Comply with statutory or regulatory obligations
- Carry out research and development activities in the course of the life of the contract

If a contract is entered into, the data are stored for the duration of the contract or the claims until expiry of legal limitation periods.

- *Fight against insurance fraud*

The Insurer, who has an obligation to protect the mutual interests of insured persons and avoid making unjustified payments, has a legitimate interest in combatting fraud. Therefore, personal data may be used to prevent, detect and manage fraud, whomsoever the perpetrator thereof may be. These fraud combat arrangements may result in persons presenting a risk of fraud from being placed on a list.

ALFA (the agency for the fight against insurance fraud) may be sent data for this purpose.

The persons are also informed that ALFA pools and shares car insurance contract data and data on claims submitted to insurers in order to combat fraud. The rights concerning these data may be exercised at any time by sending a letter to ALFA, 1, rue Jules Lefebvre – 75431 Paris Cedex 09.

Data processed for the purpose of combatting fraud are kept for 5 years at most from the date the fraud file is closed. In the event of legal proceedings, the data will be kept until the end of the action, and expiry of applicable limitation periods.

Persons on a list of presumed fraudsters, will be removed from said list 5 years after being first listed.

- *The fight against money-laundering and the financing of terrorism*

To satisfy its obligations under the Law, the Insurer operates surveillance systems to fight against money-laundering, the financing of terrorism and to enable financial sanctions to be enforced.

The data used for this purpose are kept for 5 years from the date the account is closed

or the relationship with the insurer is terminated. Data on transactions performed by persons are kept for 5 years from the date they are performed including if the account is closed or the relationship with the insurer is terminated.

TRACFIN may be the recipient of information to this end.

In accordance with the Monetary and Financial Code, the right to access these data is exercised with the CNIL (French data protection authority) (see [cnil.fr](http://cnil.fr)).

#### **Transfers of information outside the European Union:**

The personal data are processed within the European Union. However, data may be transferred to countries outside the European Union, in compliance with data protection rules and with the appropriate safeguards (e.g.: standard contractual clauses of the European Commission, countries presenting a data protection level acknowledged to be adequate...).

These transfers may be made in the course of performing the contracts, when combatting fraud, complying with legal or regulatory obligations, managing actions or litigation enabling the Insurer to acknowledge, exercise or defend its rights before the courts or for the purpose of defending the rights of data subjects. Certain data, strictly necessary to implement assistance services, may be sent outside the European Union in the interest of the data subject or to protect human life.

#### **Who receives this information?**

Personal data are sent to the following **within the limit of their functions**,

- the services of the Insurer bearing the risk or in charge of business relations and contract management, the fight against fraud or money laundering and the financing of terrorism, audit and control.
- This information may also be communicated, when necessary, to our re-insurers, intermediaries, partners and sub-contractors, as well as to organizations who may be involved in insurance activities, such as public bodies or supervisory authorities, or industry bodies (including ALFA for the purpose of combatting fraud and TRACFIN to combat money laundering and the financing of terrorism).

Information concerning your health is exclusively intended for the medical advisors of the Insurer or other entities in the Group, the medical department or specifically authorised persons within or outside the company (in particular our medical experts).

#### **How does the Policyholder/Beneficiary exercise their rights?**

The Policyholder/Beneficiary can exercise their rights by contacting:

- The Broker by email: [dpo@albinet.fr](mailto:dpo@albinet.fr) accompanying the request with the above-mentioned elements.
- The Insurer, by email: [contactdpo@groupepeciallines.fr](mailto:contactdpo@groupepeciallines.fr) and/or [contactDPO@groupama.com](mailto:contactDPO@groupama.com) accompanying the request with the above-mentioned elements.

In the event that the Policyholder/Beneficiary is not satisfied with the answers provided, they may also submit a complaint to a supervisory authority (in France this is CNIL 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07. Tel: 01 53 73 22 22).